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BUDAPEST  KÖZÚT



COOPERATION AGREEMENT

Consolidated with modification no. 1.

between

BUDAPEST PUBLIC ROAD PRIVATE LIMITED COMPANY

BKK BUDAPEST TRANSPORT CENTER

PRIVATE LIMITED COMPANY

and

BUDAPEST AIRPORT BUDAPEST FERENC LISZT INTERNATIONAL AIRPORT OPERATOR

PRIVATE LIMITED COMPANY



COOPERATION AGREEMENT
Consolidated with modification no. 1.
(the modified text is shown in ***bold italics***)

concluded between

Budapest Public Road Private Limited Company
(registered offices: 1115 Budapest, Bánk bán utca 8-12., corporate registration number: 01-10-047164, tax number: 23501894-2-43, statistical ID number: 23501894-5221-114-01)

(hereinafter referred to as: Budapest Közút)

and

BKK Budapest Transport Center Private Limited Company
(registered offices: 1052 Budapest, Rumbach Sebestyén utca 19-21., corporate registration number: 01-10-046840, tax number: 23028966-4-44, group ID number: 17781372-5-44, statistical ID number: 23028966-4931-114-01)

(hereinafter referred to as: BKK Ltd.)

and

Budapest Airport Budapest Ferenc Liszt International Airport Operator Private Limited Company
(registered offices: 1185 Budapest, BUD International Airport, corporate registration number: 01-10-044665, tax number: 12724163-2-44, statistical ID number: 12724163-5223-114-01)

(hereinafter referred to as: Budapest Airport Ltd.)

(hereinafter each separately referred to as a Party and jointly as the **Parties**), at the date and place and with the conditions specified below.

This agreement hereinafter referred to as: the Contract.

ANTECEDENTS

(A) On 25 May 2006, Budapest Taxi Stand Operator Service Provider Public Benefit Nonprofit Limited Liability Company (hereinafter referred to as: Budapest Taxi Stand Operator Ltd.) and Budapest Airport Ltd. concluded an operating agreement (hereinafter referred to as: Operating Agreement), in which Budapest Taxi Stand Operator Ltd. mandated Budapest Airport Ltd. with the performance of the tasks relating to the maintenance and operation of the taxi stand located within the area asset managed by Budapest Airport Ltd.

The Parties affirm that the Operating Agreement ceased to exist on 25 May 2011.

(B) Budapest Taxi Stand Operator Ltd., BKK Ltd. and Budapest Airport Ltd. concluded a cooperation agreement for a fixed term of 5 years as of 25 May 2011 (hereinafter: Agreement), in which Budapest Taxi Stand Operator Ltd., with consideration for the provisions of paragraph 14 of decree no. 59/1999 (XI. 18.) of the Budapest City Council on the rules of the establishment, use and operation of taxi stands in the public areas of Budapest, mandated Budapest Airport Ltd. with the fulfillment of the obligations relating to the maintenance and operation of the taxi stand operating in the area asset managed by Budapest Airport Ltd., also providing for it, by means of handover free of charge, the operating right required for the performance of the task, in the interest of the highest possible standard for handling passenger traffic at the airport.

(C) In section 2.3 of the Agreement, Budapest Taxi Stand Operator Ltd. informed Budapest Airport Ltd. that Budapest Taxi Stand Operator Ltd. will likely cease to exist without a legal successor, and that tasks relating to the establishment, maintenance, operation and termination of taxi stands will subsequently be transferred to BKK Ltd.

In section 5.8 of the Agreement, BKK Ltd. and Budapest Airport Ltd. undertook to conclude a fixed-term contract with each other, on the date of the entry into force of the new regulations, until 25 May 2016, if, during the term of the Agreement, rights relating to the operation of the taxi stands transfer, due to changes in legal provision, to BKK Ltd., for the performance of the obligations relating to the maintenance and operation of the taxi stand operating in the area asset managed by Budapest Airport Ltd. and for granting the operating right necessary for these tasks to be performed, with the same contents as the Agreement, except for the deletion of references to Budapest Taxi Stand Operator Ltd.

(D) Decree no. 31/2013 (IV. 18.) of the Budapest City Council on the conditions of operating passenger transportation services with passenger taxis and passenger taxi mediation and management services, the establishment and use of taxi stands and the authority price of passenger taxi services (hereinafter: Decree) entered into force on 1 September 2013. Section (1) of paragraph 9 of the Decree states that BKK Ltd., as a transportation management organization established by the Budapest Municipality, is entitled to perform tasks relating to the establishment, maintenance, operation and termination of taxi stands located within the public areas of Budapest.

Subsection a) of section (2) of paragraph 3 of decree no. 95/2011 (XII. 30.) of the Budapest City Council on the modification of decree no. 22/2012 (III. 14.) of the Budapest City Council on the assets of the

Municipality of Budapest and the exercising of ownership rights over the assets and of decree no. 34/2008 (VII. 15.) of the Budapest City Council on the professional rules of the management and operation of local public roads in Budapest and the regulation of road constructions, public utility, railway and other construction works affecting public areas and pavement demolition works, in harmony with section (1) of paragraph 9 of the Decree, also decree that, with consideration for section (1) of paragraph 11 of decree no. 39/2011 (VII. 7.) of the Budapest City Council, valid until 1 September 2013, that, as of 1 January 2012, the performance of tasks by BKK Ltd. with respect to the public services pursuant to the Decree is to be regarded as legal successor to the performance of the same tasks earlier by Budapest Taxi Stand Operator Ltd.

(E) The Parties affirm that Budapest Taxi Stand Operator Ltd. *ceased to exist without a legal successor. The Parties also affirm that the decree referred to in section (D) of the Agreement invalidated decree no. 39/2011 of the Budapest City Council, referred to in section (B) of the Agreement, which was valid until 1 September 2013 and which invalidated decree no. 59/1999 (XI. 18.) of the Budapest City Council on the rules of the establishment, use and operation of taxi stands in the public areas of Budapest.*

(F) *Section (1) of paragraph 9 of the Decree, modified by decree no. 1/2016 (II. 24.) of the Budapest City Council on the modification of certain decrees of the Budapest City Council on the performance of certain public tasks in Budapest states that Budapest Public Road Ltd. is entitled to perform tasks relating to the establishment, maintenance, operation and termination of taxi stands located within the public areas of Budapest. Pursuant to the Decree, BKK Ltd., as a transportation management organization established by the Budapest Municipality, remains entitled to perform the passenger taxi supervision tasks defined in section (1) of paragraph 13 of the Decree.*

(G) With consideration for the content of section (F) of this Agreement, the Parties declare that they conclude this Cooperation Agreement with each other for the performance of the obligations relating to the maintenance and operation of the taxi stand operating in the area asset managed by Budapest Airport Ltd., and also affirm that:

- (i) They have been cooperating with each other on a continuous basis until the date of the conclusion of this Cooperation Agreement, in accordance with the former Agreement;
- (ii) They have been discussing with each other on a continuous basis for the purpose of concluding this Cooperation Agreement, which was warranted by the uncertainty caused by the changes in legal provisions which occurred since the conclusion of the previous Agreement;
- (iii) Due to the changes in legal provisions which occurred in the meantime, the contents of this Cooperation Agreement are not the same as the text of the previous Agreement, with respect to the provisions affected by the changes in legal provisions, in spite of the contents of section 5.8 of the Agreement;

(iv) *Pursuant to the Decree, the previous bilateral agreement has become a tripartite agreement, with the involvement of Budapest Közút, with all three parties signing this Agreement.*

(H) With consideration for the contents of section (2) of paragraph 9 of the Decree, if *tasks relating to the operation of public areas next to airports or railway terminals (out of key public*

facilities) are to be performed by a different economic entity based on legal provisions (with the exception of municipality decrees), or if this is warranted by the nature of the use of the public facility or by heightened safety/security requirements relating to the facilities bordering the public area, then Budapest Public Road Ltd. may conclude an agreement with the economic entity performing the operation of such a public area about the performance of tasks relating to the establishment, maintenance, operation and termination of taxi stands, based on the general regulations of this Decree, or the special regulations contained in paragraph 10.

(I) In view of the fact that Budapest Airport Ltd., as the exclusive asset manager and operator of Budapest Ferenc Liszt International Airport, due to reasonable economic and safety/security interests, consents to the establishment and operation of taxi stands at Budapest Ferenc Liszt International Airport with the condition that, based on section (H) above and pursuant to the special rules of the Decree, the obligations for the cooperation tasks of the taxi stands at Budapest Ferenc Liszt International Airport and the entitlements required for performing them, as well as the entitlements provided by the Decree, should be due to Budapest Airport Ltd.

(J) The Parties affirm that this Agreement does not affect the validity of the agreement entitled "Agreement for the provision of taxi services", concluded based on and in accordance with the Operating Agreement on **11 November 2015** between Budapest Airport Ltd. and passenger taxi entrepreneurs selected by tender (and their representative, Főtaxi Ltd.).

1. INTERPRETATIVE PROVISIONS

Confidential Information – means all information disclosed by a Party to the other Party or otherwise obtained by the other Party, either before or after the conclusion of this Contract, which relates to this Contract, its conclusion, existence or contents, the provision of the service or its use by Budapest Airport Ltd., or any information qualified as Confidential Information by either Party in writing, from the time of notifying the other Party of this, or information which qualifies as a business secret based on legal provisions.

Other Taxi Entrepreneurs – means companies and sole entrepreneurs performing passenger taxi services and possessing a valid taxi stand usage consent issued by the transportation management organization (or, in the case of taxi stand usage consents issued on or after 1 April 2016, by Budapest Közút Ltd.), who (which) do not conclude a Service Contract with Budapest Airport Ltd., but are entitled to use the Drop-off and Pickup Points.

Permit – means the permit issued by Budapest Airport Ltd. for the exclusive use of the Taxi Stand at Budapest Ferenc Liszt International Airport.

Vehicle – means the passenger transportation device (taxi vehicle) of the Taxi Company and of the Other Taxi Entrepreneurs suitable for the transportation of passengers, which comply with other statutory requirements.

Certificate – means the certificate attesting the exclusive use of the Taxi Stand for the vehicles of the Taxi Company, based on the Permit issued by Budapest Airport Ltd.

Damages – means all depreciation, lost pecuniary gain, cost, expenditure and consideration for other obligations which are necessary for mitigating or eliminating the pecuniary and non-pecuniary disadvantage incurred by the aggrieved Party, and which are borne by the aggrieved Party due to the breach of contract by the other Party.

Service Facility – means all superstructures, buildings, structures or designated land areas required for the operation of the Taxi Stand.

Drop-off and Pickup Points – means the passenger drop-off points provided by Budapest Airport Ltd. in other Areas outside of the Taxi Stand for Other Taxi Entrepreneurs arriving with passengers and the passenger pickup points provided for Other Taxi Entrepreneurs arriving on pre-order, the location of which at the time of the conclusion of this Contract are clearly designated as such by the Parties in the Area Layout Plan, and the location of which Budapest Airport Ltd. is entitled to alter in accordance with the contents of section 5.8 (f) below.

Cooperating Party – means parties used by Budapest Airport Ltd. to assist in the performance of its obligations arising from this Contract, including the Taxi Company.

Tender – means the procedure published by Budapest Airport Ltd. for the selection of the Taxi Company.

Buffer car park – means the car park reserved for Other Taxi Entrepreneurs, enabling concurrent parking by 50 (fifty) passenger vehicles; which may be used exclusively by Other Taxi Entrepreneurs having a valid taxi stand usage agreement with the transportation management organization (or, in the case of taxi stand usage consents issued on or after 1 April 2016, with Budapest Közút Ltd.), solely for the purpose of waiting for passenger pickup.

Decree – means decree no. 31/2013 (IV. 18.) of the Budapest City Council on the conditions of operating passenger transportation services with passenger taxis and passenger taxi mediation and management services, the establishment and use of taxi stands and the authority price of passenger taxi services.

Airport – means Budapest Ferenc Liszt International Airport.

Person – means any natural person, company with a legal personality, *organization with a legal personality based on its personality rights*, unregistered company and other business entities, as well as associations, foundations and state and municipality bodies.

Contract – means this Contract.

Service Requirements – means the qualitative and quantitative requirements defined by Budapest

Airport Ltd. and recorded in Appendix 2 of the Contract, determining the quality of the Service to be provided by the Service Provider in the Service Contract, and the related monitoring system.

Service Contract – means the agreement concluded between Budapest Airport Ltd. and the Taxi Company selected during the Tender for the exclusive use of the Taxi Stand and the provision of the passenger taxi service, based on the terms and conditions defined in this Contract.

Taxi Stand – means the area defined in the Decree and this Contract, which is used by the selected Taxi Company for parking and passenger pickup, the location of which at the time of the conclusion of this Contract are clearly designated as such by the Parties in the Area Layout Plan attached as appendix 1, and the location of which Budapest Airport Ltd. is entitled to alter in accordance with the contents of section 5.8 (f) below, excluding the Drop-off and Pickup Points.

Taxi Company – means the passenger taxi entrepreneurs and/or their representative selected by Budapest Airport Ltd. during the Tender procedure, with whom (which) Budapest Airport Ltd. concludes or concluded a Service Contract.

Area – means the area in the exclusive asset management of Budapest Airport in the interest of the operation of Budapest Ferenc Liszt International Airport.

Area Layout Plan – means appendix 1 of the Contract, which shows the state of affairs at the time of the conclusion of this Contract.

Passenger – means those using the passenger taxi service.

Operating Right – means the totality of the rights and obligations required for the performance of maintenance and operational tasks for the Taxi Stand, based on which Budapest Airport Ltd. is entitled and obliged to operate the Taxi Stand, and to conclude the Service Contract with the Taxi Company to be selected during the Tender for the exclusive use of the Taxi Stand.

Force Majeure – means any event over which the affected Parties and the Cooperating Parties have no power or influence, which is momentarily unknown and unforeseeable for the affected Party, including but not limited to unavertable obstacles, wars, uprisings, civil unrest, blockades, acts of terror, outages in the services of third party energy service providers, accidents, fires, floods, storms and which lead to the service being impossible to perform pursuant to act V of 2013 on the Civil Code of the Republic of Hungary (Civil Code).

Fare – means the service fee specified in the Decree and determined by the Taxi Company for the passenger using the passenger taxi service.

2. THE SUBJECT OF THE CONTRACT

2.1 **Budapest Közút** – in view of the cooperation tasks of Budapest Airport Ltd., as a company

performing other activities assisting aerial transportation, relating to its public facilities and the performance of its key safety/security requirements – hereby mandates Budapest Airport Ltd. with the fulfillment of the obligations relating to the maintenance and operation of the Taxi Stand operating in the Area asset managed by Budapest Airport Ltd., also providing for it, by means of handover free of charge, the Operating Right required for the performance of the task, in the interest of the highest possible standard for handling passenger traffic at the Airport. The mandate occurs with consideration for and in accordance with the separate provisions contained in paragraph 10 of the Decree.

2.2 By signing this Contract, Budapest Airport Ltd. accepts the mandate and undertakes to act in accordance with the terms and conditions of the Decree and of this Contract during the fulfillment of the mandate and the exercising of the Operating Right. Budapest Airport Ltd. does not claim any fee, reimbursement or other consideration for the performance of the mandate.

2.3 Based on subsection (6) a) of paragraph 10 of the Decree, Budapest Airport Ltd. undertakes, ensuring equal treatment for passengers, to provide appropriate passenger drop-off points for passenger taxi service providers not selected by it by tender and arriving at the airport with a passenger, as well as appropriate passenger pickup points for passenger taxi service providers arriving on pre-order, in the area outside of the special taxi stand, with consideration for the fact that the passenger taxi service provider selected by Budapest Airport Ltd. by tender possesses additional rights and obligations, based on the Decree and the contract concluded with it on the basis of the Decree. The Parties affirm that they consider the passenger drop-off and pickup points recorded in appendix 1 of this Contract (but not only those defined therein) to be in compliance with the requirement under this section 2.3.

3. WARRANTIES AND OTHER DECLARATIONS OF THE PARTIES IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT

3.1 By signing this Contract, Budapest Airport Ltd. warrants during the term of this Contract that

- a) It is a company established and duly operating in accordance with the requirements specified by Hungarian legal provisions;
- b) It possesses the appropriate resources and infrastructure for the exercising of the Operating Right defined in the Contract;
- c) It is not subject to bankruptcy, liquidation or final settlement proceedings;
- d) It possesses appropriate internal organizational authorizations for providing the legal declarations relating to this Contract and for performing the rights and obligations defined in the Contract;
- e) The provision of the legal declarations relating to this Contract and the performance of the rights and obligations defined in the Contract does not violate or endanger the rights or rightful interests of other Persons.

3.2. By signing this Contract, BKK Ltd. warrants that

- (a) It is a company established and duly operating in accordance with the requirements specified

by Hungarian legal provisions;

(b) It is not subject to bankruptcy or liquidation proceedings;

(c) The provision of the legal declarations relating to this Contract and the performance of the rights and obligations defined in the Contract does not violate or endanger the rights or rightful interests of other Persons,

(d) It possesses appropriate statutory and contractual authorizations for providing the legal declarations relating to this Contract and for performing the rights and obligations defined in the Contract.

3.3. By signing this Contract, Budapest Közút warrants that

(a) It is a company established and duly operating in accordance with the requirements specified by Hungarian legal provisions;

(b) It is not subject to bankruptcy or liquidation proceedings;

(c) The provision of the legal declarations relating to this Contract and the performance of the rights and obligations defined in the Contract does not violate or endanger the rights or rightful interests of other Persons,

(d) It possesses appropriate statutory and contractual authorizations for providing the legal declarations relating to this Contract and for performing the rights and obligations defined in the Contract.

4. THE TERM OF THE CONTRACT

4.1 The Parties conclude this Contract for a fixed term lasting until 25 May 2021. The Parties affirm that the prior approval of the Lord Mayor of Budapest is a pre-condition for the validity and the effectiveness of this Agreement (and its modification). Following the granting of his approval, this Agreement shall be valid and effective based on section (1) of paragraph 6:118 of act V of 2013 on the Civil Code.

4.2 The parties undertake to coordinate with each other prior to the expiry of the fixed term specified in section 4.1 about their potential intention to conclude a contract for the subsequent period. If, as a result of the discussions, an agreement is reached prior to the expiry of this Contract concerning the scope of the investments to develop passenger traffic to be implemented, and on the extent to which these investments shall be borne by the parties, then the term of this Contract shall be extended by mutual agreement by 5 years.

5. THE RIGHTS AND OBLIGATIONS OF THE PARTIES IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT

5.1 The fulfillment of the initial conditions

(a) Budapest Taxi Stand Operator Ltd., by signing this Contract, with respect to the areas indicated on the Area Layout Plan as Taxi Stands, has initiated with Budapest Airport Ltd., as the manager of the private road not closed to public traffic the designation of the location of the Taxi Stand, and, as the

owner of the private road not closed to public traffic, the provision of the public area usage consent, by means of submitting the necessary documents, on the basis of the Operating Agreement referred to above in section (A), this procedure has been completed, and, since the location of the Taxi Stand at the time of the conclusion of this Contract is unchanged, based on this, the Taxi Stand under this Contract is considered to be designated.

(b) Based on this Contract and the initiative of Budapest Taxi Stand Operator Ltd., specified in section 5.1(a), the Parties consider the public road manager's consent for the designation of the location of the Taxi Stand (as indicated on the Area Layout Plan) to have been provided, and the measures necessary for the appearance of the designation (thus especially by placing signage, painting surface markings, etc.) to have been taken by Budapest Airport Ltd. Furthermore, by signing this Contract, Budapest Airport Ltd. provides a public area usage consent upon the request of **Budapest Közút** for the placement of the Taxi Stand in accordance with the Area Layout Plan, with the proviso that, as a result of this Contract, tasks relating to the establishment of the Taxi Stand shall be performed by Budapest Airport Ltd. Concurrently with the entry into force of this Contract, any agreement concluded earlier between the Parties on the use and/or the operation of the taxi stand for the terminals of Budapest Ferenc Liszt International Airport shall be invalidated.

5.2 The exercising of the Operating Right in general

(a) During the exercising of the Operating Right, Budapest Airport Ltd. is obliged to comply and to do everything that can be generally expected in the interest of ensuring compliance with applicable legal provisions, and to immediately inform **Budapest Közút**, BKK Ltd. and the competent authorities of any infringement of legal provisions experienced during the exercising of the Operating Right.

(b) Budapest Airport Ltd. is entitled and obliged to establish, maintain and operate the Taxi Stand shown on the Area Layout Plan, as well as other Service Facilities for the Taxi Stand, with consideration, however, for its rights contained in section 5.8 (f).

(c) The Operating Right provided for Budapest Airport Ltd. may only be exercised in accordance with the provisions of the Decree and of this Contract, and cannot be interpreted as being extended beyond these.

5.3 Rights and obligations towards the Taxi Company selected by tender

(a) Budapest Airport Ltd. is entitled to publish a Tender for the use of the Taxi Stand, based on the conditions determined by it, and to evaluate the Tender based on its own conditions, within its own competence, independently. Prior to publishing the Tender, Budapest Airport Ltd. is obliged to coordinate in writing with the **Budapest Közút** and with the Budapest Municipality Lord Mayor's Office regarding the contents of the Tender. Budapest Airport Ltd. is entitled to request the opinion of the Taxi College of the Budapest Chamber of Commerce and Industry in connection with the publication of the Tender.

(b) Budapest Airport Ltd. is obliged to notify **Budapest Közút** about the Taxi Company selected by

it by tender for the exclusive use of the Taxi Stand, providing information about the identification data of Vehicles operated by the Taxi Company and the persons driving the Vehicles.

(c) Budapest Airport Ltd. is entitled to conclude a Service Contract with the Taxi Company selected by it by tender and performing taxi services in a lawful manner, with consideration for the terms and conditions defined in this Contract. In order to provide for higher service quality, in the Service Contract Budapest Airport Ltd. is entitled to prescribe for the Taxi Company obligations and service conditions that are different from those defined in the Decree, which, however, may not contravene legal provisions and may not be unreasonable for the Taxi Company, or suitable for otherwise unjustified discrimination against the Taxi Company. The Parties attach the Service Requirements expected of the Service Provider as Appendix 2 of this Contract, for information purposes.

(d) In the Service Contract to be concluded with the Taxi Company, when determining the fee for the passenger taxi service, that is, the Fare, Budapest Airport Ltd. is obliged to take into account the valid provisions of act LXXXVII of 1990 on the determination of prices and of the Decree.

(e) Budapest Airport Ltd. undertakes to enforce the conditions defined in this Contract and in the Decree towards the Taxi Company selected by it by tender, in such a way that the Taxi Company shall also assume an obligation in the Service Contract to fulfill these conditions and requirements.

5.4 The exercising of the Operating Right towards the Taxi Company

(a) Based on the payment of the fee recorded in section 5.4(d), Budapest Airport Ltd. is entitled to issue a Permit to the Taxi Company for the exclusive use of the Taxi Stand. Budapest Airport Ltd. is obliged to send a copy of the Permit issued to **Budapest Közút** and to the Enforcement Directorate of the Budapest Municipality. Budapest Airport Ltd. is obliged to issue Certificates to the drivers of the Taxi Company's Vehicles based on the Permit.

(b) Budapest Airport Ltd. is entitled to determine a fee towards the Taxi Company in connection with the exclusive use of the Taxi Stand.

(c) Budapest Airport Ltd. is obliged to prescribe for the Taxi Company that it should furnish its Vehicles with distinguishing markings which ensures the identification of the Taxi Company's Vehicles in connection with the performance of this Contract. Budapest Airport Ltd. is obliged to inform Budapest Közút, the Enforcement Directorate of the Budapest Municipality and the Transport Inspectorate of the Budapest Government Office about the form of the distinguishing markings and about changes thereto.

(d) Budapest Airport Ltd. is obliged to inform the Taxi Company that the payment of the fee does not affect other payment obligations of the Taxi Company towards **Budapest Közút**, and that the obtaining of the Permit does not replace or substitute for the permit issued by **Budapest Közút** for the use of other taxi stands.

5.5 The checking of the use of the Taxi Stand



(a) Budapest Airport Ltd. and BKK Ltd. are entitled and obliged to check that the use of the Taxi Stand complies with legal provisions and this Contract, and **Budapest Közút** is also obliged to perform checks, with respect to the taxi stand usage agreements.

(b) If Budapest Airport Ltd. detects the unlawful use of the Taxi Stand, it is obliged to inform BKK Ltd. immediately in writing about the potential infringements, the fact of the unlawful usage and the measures taken.

(c) Budapest Airport Ltd. is obliged to establish traffic regulations at the Taxi Stands and at the Service Facilities serving the Taxi Stand which comply with Hungarian Public Road Traffic Regulations (hereinafter referred to as KRESZ regulations), to place the signs and road markings required for compliance with KRESZ regulations, to comply with other applicable road safety regulations and to do everything that can be generally expected in the interest of ensuring compliance by the Taxi Company.

5.6 Other Taxi Entrepreneurs

a) Budapest Airport Ltd. is obliged to designate in the area marked with red in the Area Layout Plan attached as Appendix 1 the Drop-off and Pickup Points of the number specified in the Area Layout Plan for Other Taxi Entrepreneurs and their Passengers for an appropriate number of Vehicles justified rationally by Budapest Airport Ltd., and to provide for their seamless and continuous use with appropriate traffic signs, with consideration for Appendix 4 of this Contract.

b.) The Parties concordantly affirm that currently Budapest Airport Ltd. maintains a so-called Buffer Car Park enabling the concurrent parking of 50 (fifty) passenger vehicles, which may be used by Other Taxi Entrepreneurs solely for the purpose of waiting for passenger pickup. Budapest Airport Ltd. shall provide the Buffer Car Park during the term of this Contract as specified in Appendix 3 of this Contract.

5.7 The obligation of mutual cooperation

(a) The Parties are obliged to act in good faith, in mutual cooperation in connection with the performance of this Contract, and to inform the other Party immediately about facts, information or events affecting the rights or obligations contained in this Contract.

(b) The Parties assume a mutual obligation during the performance of this Contract and at any public events relating to the performance of this Contract to respect the rights of the other Party to a good reputation, to do everything to protect the good reputation of the other Party and to inform the other Party immediately about legal infringements affecting the subject of this Contract, of which the Party becomes aware.

5.8. Unilateral investment commitments

(a) The contracting parties declare that prior to the conclusion of this Contract, Budapest Airport

Ltd. informed BKK Ltd. and **Budapest Közút** about its reconfiguration and execution plans, partly impacting the area opened to the public under its asset management, compiled for the purpose of reorganizing the taxi service and the management of other passenger traffic at the Airport.

(b) The Parties declare that it is generally in their mutual interest to ensure that the organization and management of passenger traffic at the Airport is of the highest possible quality, on account of which, and on account of its rights obtained on the basis of this Contract, Budapest Airport Ltd. undertakes, in line with the provisions of this Contract and also taking its own operating requirements into consideration, for the purpose of improving other services at the airport related to passenger transportation and operation in addition to the taxi service and for the purpose of providing a high quality of service for passengers at the Airport, to implement the tasks listed in appendix 3, by the deadlines specified therein, according to the conditions detailed in appendix 3, at its own cost and, in the case of the tasks where the obligations under this contract are split between the Parties, in cooperation with BKK Ltd. and **Budapest Közút** and their cooperating parties.

(c) The Parties ascertain that all obligations undertaken by Budapest Airport Ltd. and listed in appendix 3 serve the purpose of developing passenger traffic at the airport and increasing the quality of the services provided by Budapest Airport Ltd.; consequently, the implementation of these commitments is to be regarded as expenditure serving the purpose of assisting its own operations:

(d) Budapest Airport Ltd. declares that for the purpose of the higher quality coordination and organization of passenger traffic at the Airport, it shall explicitly undertake to perform the tasks listed in appendix 3 of this Contract according to the schedule specified therein, in such a manner that under no circumstances does the performance of the tasks create an obligation for the Parties to claim reimbursements or to settle with each other or with third parties, not even if the contract ceases to exist prior to the respective term designated. Nevertheless, the Parties affirm that in case of the cessation of this Contract or of Budapest Airport Ltd.'s right to operate the special taxi stands, Budapest Airport Ltd. shall thereafter not be obliged to fulfill the obligations defined in appendix 3 but not yet due to be completed by the cessation of its right to operate the special taxi stands.

(e) The Parties concordantly affirm that Budapest Airport Ltd., as the exclusive manager of the roads located in the Area and, in view of section (H) of the ANTECEDENTS, as the only possible operator of the Taxi Stands, also with consideration for its obligations undertaken in this Contract and those to be borne by Budapest Airport Ltd. pursuant to the Decree, obtained the operating right required for the performance of the operating tasks of the Taxi Stand free of charge, and is therefore not obliged to pay a fee as consideration for the provision of the operating right.

(f) The Parties affirm that the sending of advance written notification is required concerning the modification by Budapest Airport Ltd. of the location of the Taxi Stand, the Drop-off and Pickup Points and the Buffer car park reserved for pre-booked taxis within the area asset managed by Budapest Airport Ltd. – in the case of the Taxi Stand, within the administrative area of Budapest, in the case of the Buffer car parks, as defined in appendix 3, and in the case of the Drop-off and Pickup Points, in accordance with section 5.6 (a) above -; these do not require the consent of **Budapest Közút** and BKK Ltd.

(g) The Parties concordantly affirm, however, that based on the task specification contained in the concept entitled "Concept for the Restructuring of the Transport Institutional System of Budapest" approved with resolution no. 1823/2010. (X. 27.) of the Budapest City Council, some of the obligations defined as part of the investment commitments recorded in appendix 3 of this Contract shall be performed by BKK Ltd., tasks relating directly to the operation of the taxi stand shall be performed by Budapest Közút. Therefore, the Parties shall record some of the tasks in appendix 3 as obligations for BKK Ltd., and tasks relating to operation as obligations for Budapest Közút.

(h) The Parties ascertain that, based on appendix 3, the ownership of the facilities and equipment implemented in connection with some of the tasks featured in appendix 3 shall be due to the Party procuring the facilities and equipment in question.

(i) The Parties affirm that, in view of the fact that Terminal 1 of the Airport was closed for an indefinite period as of 31 May 2012, the present Contract does not define any rights and obligations in terms of Terminal 1. Furthermore, the Parties affirm that following the potential reopening of Terminal 1 to passenger traffic, they shall immediately initiate discussions with each other on the exercising of rights and obligations relating to Terminal 1.

6. CONTRACT MODIFICATION

6.1 The Contract may only be modified with the mutual agreement of the Parties, in writing.

7. FORCE MAJEURE

7.1 If either Party is impeded in the performance of its obligations under this Contract by a Force Majeure Event:

(a) The obligations of the Party under this Contract affected by the Force Majeure Event shall be suspended until the cessation of the Force Majeure Event;

(b) The Party is obliged to notify the other Party as soon as possible after the onset of the Force Majeure Event about the nature of the Force Majeure Event, the date and time of its onset and the expected impacts on the performance of the obligations of the Party under this Contract;

(c) The Party is obliged to do everything to mitigate the impacts of the Force Majeure Event on the performance of its obligations under this Contract;

(d) The Party is obliged to notify the other Party immediately about the cessation of the Force Majeure Event, and to continue the performance of its obligations under this Contract;

(e) If the Party does not comply with the provisions of subsections (b) and (c) of this section, then the legal consequence referred to in subsection (a) shall not occur.

7.2 If 90 (ninety) days have passed since the occurrence of the Force Majeure Event and the Parties are unable to perform their obligations under this Contract even though they have done everything that can be expected of them to avert the consequences of the Force Majeure Event, the Parties are jointly entitled to ascertain the impossibility of performing this Contract, and to terminate this Contract by mutual consent.

8. THE CESSATION AND THE TERMINATION OF THE CONTRACT

8.1 The Parties ascertain that this Contract may cease to exist or may be terminated for the following reasons.

- (a) Upon the expiry of the fixed term (also including the extended term);
- (b) With the mutual agreement of the Parties;
- (c) After the 150th (one hundred and fiftieth) day following the cessation of the Service Contract concluded between Budapest Airport Ltd. and the Taxi Company, if after the cessation of the Service Contract Budapest Airport Ltd. does not conclude a new service contract with a new taxi company based on a new Tender within 150 days of the cessation of the Service Contract;
- (d) By means of extraordinary termination by either Party.

8.2 In case of the termination of this Contract by extraordinary termination, the Contract shall cease to exist on the last day of the 5. (fifth) month calculated from the receipt of the notice on termination. The innocent party may determine a notice period different from this, with the proviso that the notice period may not be shorter than 60 (sixty) days.

8.3 By signing this Contract, BKK Ltd. and **Budapest Közút** specifically undertake not to unilaterally terminate this Contract prior to the expiry of the fixed term in view of Budapest Airport Ltd.'s obligations in the Service Contract, with the exception of cases of lawful extraordinary termination exercised due to a breach of contract by Budapest Airport Ltd.

8.4 The Parties ascertain that should this Contract cease to exist for any of the reasons specified above, Budapest Airport Ltd. shall be obliged to inform the affected authorities about the cessation of this Contract. The Parties shall be obliged to fully settle with each other in case of the termination of the Contract for whatever reason.

9. BREACH OF CONTRACT AND ITS LEGAL CONSEQUENCES

9.1 Cases of breach of contract by Budapest Airport Ltd.

Cases of breach of contract by Budapest Airport Ltd. are the following:

- (a) Budapest Airport Ltd. breaches its warranty declarations made in this Contract;
- (b) Budapest Airport Ltd. breaches its obligations contained in section 5 or 8 of this Contract, or

does not fulfill its obligations recorded in appendix 3, or fulfills them in a defective or delayed manner.

9.2 Cases of breach of contract by BKK Ltd.

Cases of breach of contract by BKK Ltd. are the following:

- (a) BKK Ltd. breaches its obligations contained in section 5 or 8 of this Contract.
- (b) BKK Ltd. breaches its warranty declarations made in this Contract.

9.3 Cases of breach of contract by Budapest Közút

(a) Budapest Közút does not ensure that Budapest Airport Ltd. should be able to appropriately exercise its Operating Right specified in this Contract, in accordance with the terms and conditions of the Decree and of this Contract;

(b) Budapest Közút breaches its obligations contained in section 5 or 8 of this Contract.

9.4 Within 15 days of becoming aware of the occurrence of the above cases of breach of contract, but within 60 (sixty) days of the occurrence of the breach of contract at the latest, the innocent Party is obliged to send written notification to the defaulting Party, and to call on it to remedy the breach. If the breach of contract is not remedied within a further 60 (sixty) days from the receipt of the notification, the innocent Party shall be entitled to terminate this Contract by extraordinary termination.

In case of lawfully exercised extraordinary termination by the innocent Party, the defaulting Party is obliged to reimburse all Damages of the innocent Party incurred in connection with the breach of contract.

10. CONFIDENTIAL INFORMATION

10.1 The Parties are obliged to handle all Confidential Information becoming known to them in connection with this Contract confidentially.

10.2 Information shall not qualify as confidential if the Party referring to this proves that:

- (a) The information was publicly known at the time of the receiving Party becoming aware of it, or became public thereafter due to no fault of the receiving Party;
- (b) It was known to the receiving Party at the time of disclosure to the receiving Party, and the receiving Party is able to dependably attest this;
- (c) The information became known to the receiving Party from an independent source authorized to disclose the information, without such a restriction being applicable;
- (d) The receiving Party developed it independently, without using the Confidential Information of the providing Party, and the receiving Party is able to attest this with its own documents;
- (e) It had to be disclosed pursuant to legal requirements.

10.3 Security measures

The Parties undertake to take all justified protective measures and all necessary steps to prevent unauthorized persons obtaining the Confidential Information.

10.4 The provision of information on Confidential Information

The Parties agree to disclose Confidential Information affecting the subject of this Contract to third parties only after coordination with the other Party about this, and if the other Party did not object to the disclosure with good reason. In respect of any information originally regarded as being confidential, but qualified as being of public interest according to the provisions of act CXII of 2011 on information self-determination and the freedom of information, the legal provisions regulating disclosure of and access to data of public interest shall be applicable, also taking into consideration the provisions of the Civil Code applicable to the scope and the protection of business secrets.

10.5. Concerning information and data qualifying as public data accessible to anyone based on legal provisions, the Parties shall not regard such data as confidential information. However, they shall be obliged to inform the other parties regarding the given request in writing within 10 (ten) days prior to the disclosure thereof to third parties.

11. COOPERATION, LIAISON

11.1 Operative contact person level

The operative contact persons shall coordinate with each other in all cases when this is considered necessary in the interest of complying with the provisions of the Contract. In case of disputes, the issue shall be referred to the executive contact persons.

Operative contact persons:

11.3 The Parties are obliged to notify each other immediately of any change to the organizational unit or the person of the operative contact person or the executive level.

12. SETTLEMENT OF DISPUTES

Should the Parties be unable to settle any dispute arising from or in connection with this Contract by means of negotiations in good faith between the operative contact persons or at the executive level, within 3 (three) months of the arising of the dispute at the latest, ***they shall turn to court, in accordance with the provisions of act III of 1952 on the code of civil proceedings (hereinafter: CCP).***

13. MISCELLANEOUS GENERAL PROVISIONS

13.1 Assignment

The Parties may not assign or transfer any of their rights or obligations under this Contract without the prior written consent of the other Party.

13.2 The interests of Third Parties

The obligations and agreements featured in this Contract only serve the interests of the Parties, their representatives, legal successors and authorized assignees, and may not be interpreted as granting any rights to any other Third Party.

13.3 Copies of the Contract

This Contract was drafted in Hungarian and English language, in six copies each. In case of any deviation between the Hungarian and the English version, the Hungarian version shall prevail.

13.4 Entire agreement

This Contract, which includes all appendices attached to it, embodies the entire agreement between the contracting Parties concerning the subject of the Contract, and concurrently invalidates all related verbal and written agreements, accords, unilateral declarations and declarations of intent made earlier by the Parties.

13.5 Partial invalidity

Should certain provisions of this Contract be or become invalid due to conflicts with Hungarian or European legal provisions, this shall have no effect on the validity of the other provisions. In this case

the parties agree to replace the invalidated provision immediately with provisions which comply with legal provisions and are closest to the intention expressed by the contracting Parties in this Contract.

13.6 Waiver

Failure to exercise any right or legal remedy provided by this Contract or by legal provisions shall not constitute a waiver of the given right or legal remedy, or a waiver of other rights or legal remedies. The one-time or partial exercising of any right or legal remedy provided by this Contract or by legal provisions shall not prevent the further exercising of the given right or legal remedy, or the exercising of another right or legal remedy.

13.7 Notices

All Notices under this Contract must be made in writing and in Hungarian language, and other verbal notification, liaison and communication relating to service processes not qualifying as Notices must also be made in Hungarian language. Notices shall be handed over in person against a proof of receipt, or must be sent by fax, courier or by mail with confirmation of receipt to the contacts specified below.

In the absence of evidence to the contrary, all Notices shall be considered delivered:

- (i) In case of personal handover, if the addressee receives it by signing a separate proof of receipt;
- (ii) In case of being sent by fax, upon the receipt of the confirmation by the sender of fax having been transmitted;
- (iii) In case of being sent by courier, if the addressee receives it by signing a separate proof of receipt;
- (iv) In case of being sent by mail, on the day of receipt by the addressee recorded on the confirmation of receipt.

13.8 Governing law

This Contract shall be governed by Hungarian law, and especially act V of 2013 on the Civil Code and Hungarian procedural law.

13.9 Appendices

The appendices form an inseparable part of this Contract, and consist of the following parts:

Appendix 1.: Area Layout Plan

Appendix 2.: Service requirements

Appendix 3.: Project undertakings

Appendix 4.: Rules for the use of Drop-off and Pickup Points

All Parties have read and understood this Contract and have signed it approvingly, as an expression of their will in every way.

Budapest, 21 JULY 2016

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